



Michael L. Fitzgerald, State Treasurer

REQUEST FOR PROPOSALS FOR  
Unclaimed Property Computer Software Management Program

ISSUING OFFICE:  
State of Iowa Treasurer's Office  
Unclaimed Property Division

August 25, 2015



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## Calendar of Events

The Treasury will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Issue posted to <a href="http://www.treasurer.state.ia.us/the_treasurers_office/requests_for_proposals/">http://www.treasurer.state.ia.us/the_treasurers_office/requests_for_proposals/</a>	Treasury	August 25, 2015
Deadline to submit questions via email to: <a href="mailto:Karen.austin@iowa.gov">Karen.austin@iowa.gov</a>	Vendors	September 1, 2015
Answers to Vendor questions will be sent to master vendor list and posted to <a href="http://www.treasurer.state.ia.us/the_treasurers_office/requests_for_proposals/">http://www.treasurer.state.ia.us/the_treasurers_office/requests_for_proposals/</a> no later than this date.	Treasury	September 11, 2015
Deadline to submit proposal via email at karen.austin@iowa.gov	Vendors	No later than 2:00 p.m. on September 22, 2015
Product demonstrations, if required	Vendors	Beginning week of September 28, 2015
Selection of Vendor	Treasury	On or about October 12, 2015

## Part I – General Information

### **Purpose**

State Treasurer Michael Fitzgerald (“Treasurer”), in his continuing effort to improve the effectiveness, performance, security, and efficiencies within the Iowa Unclaimed Property Program (“Program”), is issuing this Request for Proposal (“RFP”) for an Unclaimed Property Database Management System (“System”). The purpose of this RFP is to obtain proposals from qualified firms (“Vendors”) interested in providing a state of the art System combined with ongoing timely and dependable technical support. It is important that the technology be capable of processing and maintaining an increasing number of data records.

For the purposes of the RFP a System is described as a multi-faceted computer management system which serves as the integral tool allowing the State of Iowa Treasurer’s Office (“Treasury”) to administer the day-to-day and long-term implementation of the Program to collect, house (with no statute of limitation), safe keep, and return abandoned or unclaimed property to rightful owners through defined program processes.

This RFP is not an offer to contract but seeks the submission of proposals from interested firms that may form the basis for negotiation of an Unclaimed Property Software and Technical Support Agreement (“Agreement”). *The Treasurer reserves the right to reject any or all proposals and to solicit additional proposals if it is determined to be in the best interests of the State of Iowa.*

### **Background**

Iowa’s unclaimed property program was established in 1967, through the enactment of Chapter 556 of the Code of Iowa, the Uniform Disposition of Unclaimed Property Act (the “Act”). The Act requires the reporting and delivery of unclaimed intangible personal property to the custody of the Treasury. The Treasurer serves as the custodian of these properties until they are returned to the rightful owner. Currently the Treasury has approximately 1.8 million owner records which represent over \$298 million, six million shares of stock and thousands of safe deposit boxes in unclaimed assets. There is no statute of limitations for someone to claim, therefore, permanent retention of reported data records results in an unclaimed property database which increases in record size each year.

Additional information about the Program is available on the Treasurer’s website [IowaTreasurer.gov](http://IowaTreasurer.gov) or [GreatIowaTreasureHunt.gov](http://GreatIowaTreasureHunt.gov).

## Part II – Proposal Requirements

Proposals should be as thorough and detailed as possible so that your capabilities to provide the required services can be evaluated.

To be considered, the proposal must include:

- Cover Letter (please limit to one page maximum)
- Executive Summary (please limit to two pages maximum)
- Exhibit A - Qualifications and Experience (while complete responses are encouraged, brevity, where applicable, will assist with the timely review of proposals)
- Exhibit B - Scope of Services
- Exhibit C - Statement of Fees
- Exhibit D - Minimum Qualifications
- Exhibit E - Certificate of Compliance

***Explanation of required “Exhibit A - Qualifications and Experience”***

All Vendors submitting a proposal in response to this RFP must provide a thorough response to each of the items as requested in Exhibit A, Qualifications and Experience. The purpose of Exhibit A will be to determine, evaluate and contrast the Vendors experience, knowledge, reputation and ability to provide, maintain and update the required product and technical services for the foreseeable future.

***Explanation of required “Exhibit B - Scope of Services”***

The responsibilities of the Vendor shall be to provide a proven, flexible and customized turn-key relational database management software system and development tools/utilities, short-term and long-term computer software technical assistance and support and a system which integrates online technology to include Treasury and other website claim and business reporting processing and processes.

The unclaimed property management software system must fully integrate, as a single database management system, the proposed technology into the Treasury’s administrative processes of the unclaimed property program. The System must provide the technology and flexibility to adhere to Treasury policies and processes, defined for the full implementation of the Program.

The Vendor must provide specific details addressing each of the items outlined in Exhibit B. As part of the requirements, the proposal must adequately provide and illustrate details and documentation outlining the proposed unclaimed property management model, system capabilities, and software, proposed database system capabilities, computer hardware requirements and specific timelines regarding conversion, training and start-up. Failure to provide information proving the proposers capabilities and preliminary planning regarding the System will result in a deficient response to this RFP. The Treasurer may also require a system demonstration during the RFP evaluation process. Refer to “Exhibit B, Scope of Services” for key and specific product and technical services requirements.

***Explanation of required “Exhibit C - Statement of Fees”***

Complete Exhibit C detailing and itemizing both the fee charged for the System and Ongoing Technical Support/Assistance, and proposed/available/optional add-on product/services. Any optional add-ons, etc. must be itemized and should be clearly noted. The initial cost and any associated ongoing cost, such as technical assistance services must be clearly articulated within the Exhibit C. The Vendor shall be entitled to receive compensation for the computer software program upon data conversion and full operation of the software system. In addition, a monthly or quarterly compensation in arrears may be contracted for the technical support/assistance. It is expected that the successful proposal will result in a contract to provide the technical support/assistance services for two years, with an option to extend annually as long as the Program is using the System.

***Explanation of required “Exhibit D - Minimum Qualifications”***

In order to be considered for selection, Exhibit D must be completed and included in the RFP response as documented proof that the Vendor meets the established minimum qualifications.

***Explanation of required “Exhibit E – Certifications/Releases”***

Vendors must provide three letters (see Attachments 1, 2 and 3 in Exhibit E for language) to the Treasury. They are a Bid Compliance and Certification Form; Authorization to Release Information; and Certification Regarding Debarment, Suspension, Eligibility, and Voluntary Exclusion.

### **Part III - Administration**

#### ***Inquires***

Vendors are invited to submit written questions and requests for clarification regarding the RFP. Vendors must submit their questions or requests for clarifications via email with the subject line "RFP Questions" by 4:30pm Iowa time on September 1, 2015 to:

Karen Austin, Deputy Treasurer  
RFP Coordinator  
E-mail: karen.austin@iowa.gov

Oral questions will not be permitted. If the questions or requests for clarification pertain to a specific section of the RFP, the page and section number(s) must be referenced. Responses to questions and requests for clarification will be posted on the Treasury website (IowaTreasurer.gov) on or before September 11, 2015. The Treasury responses will be considered part of the RFP, and may be adopted as an amendment to the RFP.

The Treasury assumes no responsibility for verbal representations concerning conditions made by its officers or employees at any time, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing by the RFP Coordinator. Any information provided by the Vendor verbally shall not be considered part of the Vendor's proposal. Only written communications from the Vendor and received by the RFP Coordinator will be accepted.

From the issue date of the RFP until announcement of the successful Vendor(s), Vendors may contact only the RFP Coordinator with regard to the RFP. The RFP Coordinator will respond only to questions regarding the procurement process and interpretation of the RFP. Vendors may be disqualified if they contact any state employee other than the RFP Coordinator regarding this RFP.

#### ***Iowa Statute and Rules***

The term and conditions of this RFP, any resulting contract, and any activities based upon this RFP shall be governed by and construed in accordance with the laws of Iowa.

#### ***Amendment to RFP, amendment to proposal and withdrawal of proposal***

The Treasury reserves the right to amend the RFP at any time. Any amendments will be posted to the Treasury website (IowaTreasurer.gov). The Vendor shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of proposals, the Treasury may, in its sole discretion, allow Vendors to amend their proposals in response to the Treasury's amendment.

The Vendor may amend its proposal. The amendment must be in writing, signed by the Vendor and submitted via email by the Vendor in a timely manner so that it is received by the RFP Coordinator no later than the deadline set for the receipt of proposals.

Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the RFP Coordinator via email if they wish to withdraw their proposals. Modifications to and resubmissions of any proposal must be in writing, signed by the Vendor, and submitted via email by the Vendor so that it is received by the RFP Coordinator no later than the deadline set for the receipt for proposals.

#### ***Cost of Preparing the Proposal***

The costs of preparation and delivery of the proposal are solely the responsibility of the Vendor. The Treasury is not responsible for any costs, expenses, or losses incurred by any Vendor in connection with this RFP.

### ***Rejection of Proposals***

The Treasury reserves the right to reject any or all proposals or any portion thereof without penalty or liability at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Treasury to select a Vendor or to execute a binding contract with any Vendor that may be selected as a result of this RFP. The Treasury further reserves the right to cancel this RFP, to issue a new RFP, to award a contract in whole or in part, or to perform any or all of the services described in this RFP if it is in the best interests of the State. In addition, the Treasury may terminate or suspend contract negotiations with any selected Vendor at any time without penalty or liability. This RFP process is for the Treasury's benefit and is intended to provide the Treasury with competitive information to assist in the selection of one or more Vendors to provide services. It is not intended to be comprehensive and each Vendor is responsible for determining all factors necessary for submission of a comprehensive proposal.

### ***Disqualification***

The Treasury may reject outright and not evaluate proposals for any one of the following reasons:

- The Vendor fails to deliver the proposal by the due date and time.
- The Vendor's response materially changes a requirement, term, condition, or specification of this RFP or any attachment thereto.
- The Vendor's response limits the rights of the Treasury or the State.
- The Vendor fails to include information necessary to substantiate that it will be able to meet a requirement of this RFP.
- The Vendor fails to respond to the Treasury's request for information, documents, or references.
- The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in Exhibits A-E of this RFP.
- The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- The Vendor contacts any state employee other than the RFP Coordinator in violation of Part III.
- The Vendor provides misleading, inaccurate, or unbalanced responses.
- The Vendor's proposal is not compliant with the requirements of this RFP.

### ***Nonmaterial and Material Variances***

The Treasury reserves the right to waive or permit cure of nonmaterial variances in the proposal if, in the judgment of the Treasury, it is in the State's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the Treasury waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is ultimately selected. The determination of materiality is in the sole discretion of the Treasury.

### ***Reference Checks***

The Treasury reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal and to discuss the Vendor's qualifications and the qualifications of any subcontractor identified in the proposal.

### ***Information from Other Sources***

The Treasury reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability, financial strength and performance under other contracts.

### ***Verification of Proposal Contents***

The content of a proposal submitted by a Vendor is subject to verification. Misleading or inaccurate responses may result in disqualification.

### ***Criminal History and Background Investigations***

The Treasury reserves the right to conduct criminal history and other background investigation of the Vendor, its officers, directors, subcontractors, shareholders, or partners and managerial and supervisory personnel retained by the Vendor for the performance of the contract.

### ***Proposal Clarification Process***

The Treasury reserves the right to contact a Vendor at any time after the submission of proposals for the purpose of clarifying a proposal or to ensure mutual understanding. The Treasury will not consider information received if the information materially alters the content of the proposal or alters the type of goods and services the Vendor is offering to the State. An individual authorized to legally bind the Vendor shall sign responses to any request for clarification. Vendors shall submit responses to the RFP Coordinator within the time specified in the Treasury's request. Failure to comply with requests for additional information may result in rejection of the proposal as non-compliant.

### ***Disposition of Proposals***

All proposals become the property of the Treasury. At the conclusion of the selection process, the contents of all proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

### ***Public Records and Requests for Confidential Treatment***

The Treasury shall treat all information submitted by a Vendor as public information following the conclusion of the selection process unless the Vendor properly requests that information be treated as confidential at the time of submitting the proposal. The Treasury's release of information is governed by Iowa Code Chapter 22. Vendors are encouraged to familiarize themselves with Chapter 22 before submitting a proposal. The Treasury will copy, disclose and permit examination of public records as required to comply with the public records laws even if the Vendor has requested confidential treatment.

Any request for confidential treatment of information must be included in the transmittal letter with the Vendor's proposal. In addition, the Vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law, which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, email address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the Treasury concerning the confidential status of the materials.

Any proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire proposal as confidential may be deemed non-responsive and disqualify the Vendor.

If the Vendor designates any portion of the proposal as confidential, the Vendor must submit one copy marked "Public Copy" of the proposal from which the confidential information has been excised. This excised copy is in addition to the copy requested in Part IV of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.

In the event the Treasury receives a request for information marked confidential, written notice shall be given to the Vendor seven calendar days prior to the release of the information to allow the Vendor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code. The Treasury will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction.

The Vendor's failure to request confidential treatment of material will be deemed by the Treasury as a waiver of any right to confidentiality, which the Vendor may have had.

### ***Reproduction of Proposals***

By submitting a proposal, the Vendor agrees that the Treasury may share the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. The Vendor consents to such sharing and use by submitting a proposal and represents and warrants that such sharing and use will not violate the rights of any third party. The Treasury shall have the right to use ideas or adaptations of ideas that are presented in the proposals.

### ***Release of Claims***

By submitting a proposal, the Vendor agrees that it will not bring any claim or cause of action against the State based on any misunderstanding concerning the information provided herein or concerning the Treasury's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

### ***Definition of Contract***

The full execution of a separate written contract shall constitute the making of a contract for services, and no Vendor shall acquire any legal or equitable rights relative to the goods or services to be provided in connection with this RFP until a separate written contract, with terms and conditions acceptable to the Treasury, has been fully executed by the Treasury and the successful Vendor. By submitting a proposal, each Vendor acknowledges that any selection of a successful Vendor by the Treasury under this RFP, including, without limitation, any verbal or written notice thereof provided by or on behalf of the Treasury, shall not create any contractual rights or other obligations between the State and the successful Vendor until a separate, written contract with terms and conditions acceptable to the Treasury has been executed by the Treasury and the successful Vendor.

### ***Choice of Law and Forum***

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this RFP and any resulting contract without regard to the choice of law provisions of Iowa law. Changes in applicable laws and rules may affect the award process or any resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP or any resulting contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the State.

### ***Restrictions on Gift and Activities***

Iowa Code Chapter 68B restricts gifts which may be given or received by state officers and employees and requires certain individuals to disclose information concerning their activities with state government. Vendors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

***Attachment and Appendices are Part of RFP***

Any attachment, appendix, schedule, table or exhibit that is referred to herein or attached hereto shall be deemed incorporated herein by reference and shall constitute a part of this RFP.

**Part IV – Proposal Information**

***Format***

The bid proposal shall be an Adobe PDF document using 8.5”X11” paper size.

***Submission of Proposal***

The bid proposal shall be an attachment to an e-mail with the subject line “RFP Unclaimed Property System” sent to:

Karen Austin  
Office of Treasurer of State  
E-mail: karen.austin@iowa.gov

The Vendor must submit its proposal no later than 2:00 p.m. Central Time, September 22, 2015. This requirement will not be waived. Any proposal received by the RFP Coordinator after this deadline will be rejected. It is the Vendor’s responsibility to ensure that the proposal is received by the RFP Coordinator prior to the deadline. Vendors must furnish all information necessary to evaluate the proposal. Proposals that fail to meet the requirements of the RFP will be disqualified.

If the Vendor designates any information in its proposal as confidential pursuant to this RFP, the Vendor must also submit one (1) electronic copy of the proposal from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.

***Evaluation and Selection***

The evaluation process is designed to select the Vendor with the best combination of attributes to perform the required services and not necessarily the Vendor of least cost. The Treasury will use an evaluation committee (“Committee”) to review and evaluate the proposals. The committee will consider all information provided in the proposal when making its recommendation to the Treasurer and may consider relevant information from other sources.

Scoring	
10 points	Organization/Firm Profile
10 points	Program Management
10 points	Technical Support
60 points	Database System Requirements
10 points	Creative Solutions and Alternative Suggestions

The proposals will remain confidential until the Committee has reviewed all of the proposals submitted in response to this RFP and the Treasurer has announced a notice of intent to negotiate a contract with any selected Vendor. The evaluation process shall consist of the following steps:

## **Part IV – Contract Information**

### ***Contract***

The contract that the Treasury expects to award as a result of this RFP will be based upon the proposal submitted by the successful Vendor and this solicitation. The contract between the Treasury and the Vendor selected by the Treasury shall be a combination of the specifications, terms and conditions of the RFP, the offer of the Vendor contained in the Vendor's proposal (excluding any exceptions taken by Vendor in accordance with Part III that are not acceptable to the Treasury), the Agreement (to be negotiated after selection), all terms required by Iowa law, and any other terms deemed necessary by the Treasury. The Treasury reserves the right to either award a contract without further negotiation with any successful Vendor or to negotiate contract terms with any selected Vendor if the best interest of the State would be served.

By submitting a proposal, each Vendor acknowledges its acceptance of the terms, conditions, and requirements contained in this RFP, including those below, without change except as otherwise expressly stated in its proposal. If a Vendor takes exception to any term, condition, requirement or other provision of this RFP it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to substitute in place of the excepted provision and produce a redlined draft of such attachment. Such redlined draft(s) must clearly reflect all of Vendor's exceptions thereto and all alternative language or other changes that Vendor specifically proposes to make to such attachment. Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or requirements of the RFP may be deemed non-responsive by the Treasury, as determined in its sole discretion, resulting in possible disqualification of the Vendor's proposal. A Vendor's failure to state an exception to any term, condition, specification, requirement or other provision of this RFP and propose alternative language may be deemed by the Treasury to constitute Vendor's acceptance thereof. Any term, condition, provision, or requirement, to which a Vendor fails to take exception and propose changes in accordance with this section will not be subject to negotiation. A Vendor may not state that it takes exception to any terms, conditions, requirements, or other provisions of the RFP to the extent any of the foregoing conflict with any terms or conditions contained in the Vendor's standard form contracts. The Treasury reserves the right to refuse to enter into a contract with the successful Vendor for any reason, even after delivery of notice of selection or intent to negotiate a contract. The Treasury further reserves the right to negotiate contract terms with the successful Vendor(s).

### ***Terms and Conditions***

Below is a list of contract terms that are non-negotiable or provisions/issues that will have to be addressed to the Treasury's (and its legal counsel's) satisfaction in the Agreement that may result from the RFP. The contract terms below are not intended to be a complete listing of all contract terms and conditions but are provided only to enable Vendors to better evaluate the costs associative with the RFP and the potential resulting contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Vendor.

The following are not acceptable terms:

1. Provisions that require Treasury to indemnify, hold harmless or defend a contractor (or any affiliate, director, employee, contractor, subcontractor, or agent of a contractor).
2. Provisions that would either limit the liability of the contractor (or any other person or entity) for specified types of damages (including, without limitation, consequential, indirect, direct, incidental, special, punitive, exemplary, loss of business, lost profits, lost revenues, business interruption, loss or corruption of business information or data, etc.) or place any sort of cap or total limit on the amount of damages for which the contractor could be held liable under the contract. Note: this is not intended to preclude a contractor from relying on standard force majeure clauses that excuse failures to perform due to circumstances outside the reasonable control of a party, like disasters, war, acts of God, etc.
3. Provisions that provide for exclusive remedies or which otherwise limit any remedies or legal recourse that may be available to the Treasury or the State of Iowa.
4. Confidentiality or nondisclosure provisions that create obligations that conflict with the Treasury's legal obligations under applicable laws such as Chapter 22 (open records).

5. Payment and interest (for overdue payments or late fees) provisions that are inconsistent or conflict with Iowa law, such as Iowa Code Section 8A.514.
6. Provisions that limit the time period during which the State of Iowa or the Attorney General's office may bring an action against the contractor or other parties/third parties or provisions requiring the Treasury to waive other rights relative to seeking legal recourse, such as waiver of jury trial.
7. Any definition of applicable law that does not include references to Iowa and Federal law, rules and regulations so that the Treasury can rely on remedies or defenses available to it under Iowa law or Federal law (such as the Eleventh Amendment).
8. Provisions that would require the agency to make any assets, monies, accounts and/or other property of the Treasury subject to any liens, security interests, rights of set off or recoupment in favor of the contractor. In addition, any provisions that would require the Treasury to waive any legal exemptions from attachment of assets or execution of judgments against its assets or property, etc.
9. Indemnification provisions (in which the contractor is indemnifying the Treasury) that allow the contractor to defend the Treasury and have sole control over the defense and settlement of any claims against the Treasury.
10. Provisions that would require Treasury to waive any immunity to suit or liability or irrevocably waive sovereign or governmental immunity, or any defenses available to it under Iowa or Federal law. This is not intended to eliminate waivers of immunity that presently exist via statute (e.g., Chapter 669 relating to tort claims) or case law (e.g., the state, by entering into a contract, waives its defense of governmental immunity and may be sued for breach of contract).
11. Provisions that would limit a Vendor's liability or responsibility for breach of contract only if the breach resulted from the contractor's gross negligence, willful misconduct, or fraud. A Vendor should be responsible for any breach of contract.
12. Provisions that would not establish that the contract be governed by and construed in accordance with Iowa law and utilize Iowa's standard language stating that any litigation will be brought in Iowa state/federal courts.

### ***Duration***

The initial term of the Agreement will be from the date of the signed contract through system conversion (to be no later than six months from contract execution) and training (ongoing as needed for six years), unless terminated earlier in accordance with the terms of the Agreement. Parties will also sign a service contract which will renew annually at the agreement of both parties. The decision to extend the Agreement will be at the sole option of the Treasurer and may be exercised by the Treasurer by providing written notice to the Vendor.

## **Exhibit A**

### **Qualifications and Experience**

#### **Part I.           Organization**

1. Provide an overview of your firm, including corporate profile, ownership structure, financial condition, overall business objectives, services/products offered, and strategic plans for growth in the unclaimed property database systems arena.
2. Provide details of your insurance coverage and risk mitigation efforts, errors and omissions coverage and any other fiduciary insurance relevant to the scope of this RFP.
3. Describe your external audit processes and the nature of your internal control procedures. Is a SSAE 16 Report prepared? If a SSAE 16 Report is not prepared, please provide explanation.
4. Provide information on all “related” or “affiliated” firms that will provide services described in this RFP.
5. Provide any restrictions, regulatory action, consent orders, past or pending litigation relating to your firm, principals, or individual personnel within the past three years.
6. Provide details of any claims, disputes, litigation or other legal proceedings where your firm is or has been involved with the State of Iowa or any of its agencies within the past three calendar years.
7. Describe factors or reasons we should consider your firm more favorably than your competitors.

#### **Part II.          Program Management**

1. Provide the following information on at least 3 current or recent clients for whom similar services as described in this RFP are provided:
  - a. Company
  - b. Address
  - c. Contact
  - d. Telephone Number
  - e. Length of Relationship in Years
  - f. Services provided
2. Provide an organizational chart and biographies of the person/persons/or team members who will be assigned to this program, including years of service and detailed experience relevant to this type program.
3. Provide the number of current state clients you provide the software to. Are all states charged the same fee or is the fee negotiable?
4. Provide an organizational chart of the firm’s operation, and explain workflows and management oversight.
5. In order to better understand the organizational structure and staffing of your firm, please complete the following chart. “Firm Total” should be represented by total number of staff committed or assigned to the

overall functions of the organization related only to the division of your business that will provide services related to the System.

Positions/Staff	Firm Total
Programmers	<hr/>
Technical Assistance Personnel	<hr/>
Legal	<hr/>
Marketing/Sales	<hr/>
Administration/Office Management	<hr/>
Other <hr/>	<hr/>
Total Full-Time Employees	<hr/>

6. The Treasury is interested in providing flexibility to all Vendors in their responses to this RFP. Provide any additional comments or information relevant to your proposal that has not already been included in your responses to the preceding questions.

## **Exhibit B**

### **Scope of Services**

#### Scope of Services

Provide a proven, flexible and customized System developed to retain data records and perform numerous accounting, database utility functions, and comprehensive interface and interactive program functions. The System must be able to provide reliability and security controls, interface with external supporting technology, be compatible with specifications under NAUPA, and contain day-to-day manageable and flexible features that minimize dependency on external technical support and services. In addition, the System must:

- Provide a secure and reliable System to address all aspects of the Program and its operations (see Program Components below).
- Ensure the database integrity and software stability.
- Provide short-term and long-term computer software technical assistance and support.
- Provide the capability to interface with related software packages to include, but not limited to: Excel, variations of ASCII Text Formats, and Lexis Nexis.
- Convert all data and related images into System.
- Provide detailed balancing and reconciling functions throughout the transactions and functions of the program.
- Provide detailed report creation capabilities to include annual activity reports and date specific activity/transaction reports. An emphasis should be placed on module architecture to provide a flexible report creation function that minimizes the need for external technical services; and provides a menu accessible report creation system and/or data querying functionality.
- Provide comprehensive securities (stock, mutual funds, bonds) processing features, including transaction management. The process must track corporate actions at the security and owner level.
- Provide an on-line claims processing solution.
- Provide and maintain a strong audit trail for all data entries, calculation, transactions and documented record history of related transactions. Provide the Treasury, at its option, with any updates to the Software developed by Vendor during the duration of the Agreement or any renewals thereto

#### Creative Solutions and Alternative Suggestions

Vendors are encouraged to be as creative as possible in responding to this RFP. Based on your review of the background information, specific needs and requirements, discuss any creative approaches to this service which have not been specifically requested or would enhance efficiency and/or reduce costs. Include any other services that you can provide to Treasury.

#### Program Components

*Holder Reports*— All entities filing reports with the program are maintained in the existing database. Unclaimed Property holder information is maintained for an indefinite period of time while the database also maintains all annual reports and associated records remitted. In addition to housing all holder reports and owner data, the System must provide the interactive and search/report capability, including but not limited to, view/manage holder names/data and records, and access reports/utilities (example: business batch reports, business mailing labels, largest businesses reporting, largest business remittances, reporting business count summary, business reports not electronic, print business letters).

*Receipts*: All unclaimed property (funds, securities and safe deposit box contents) are received into the Program, posted to the existing database and are integrated, correlated and reconciled under a strict database accounting system consisting of internal controls in order to track all property received and prevent mistakes in database

processing. The System must complete, at a minimum, the above mentioned accounting functions and provide the interactive and search/produce report capability, including but not limited to: view/manage deposits, balance business reports, access reports/utilities (example, report identifying “reports not balanced”, print balancing detail, improperly balanced receipts, report cycle totals, deposit reports, deposit reports by deposit#, days to balance reports, reports in process, businesses reported not remitted, deposits made/no property against).

*Claims:* All unclaimed property received, added to the database and reconciled, becomes eligible to be claimed by potential owners/heirs. This claim process, provided by law and integrated as an integral part of the Program, has a significant presence in the functionality of the unclaimed database model. The System must provide, at a minimum, the ability to create claim forms, maintain associated reference claim numbers, history of claims (created, mail date, status, payment date, etc.), view and manage claims, interface capability with Treasury unclaimed property website and claim processing and related sites (missingmoney.com), create, view and manage approved claims, automated process for batching and vouchering claims for payment, view/manage paid claims. The System must provide the interactive and search/produce report capability, including but not limited to: Claim form processing/reports, produce customer letters (requesting additional documentation needed, claim denial letters, etc.), claim status reports (claim generated, paid, denied by date or date range or by user as an example), generate reports to support claim queries (filed, processed, paid and record retention).

*Securities:* Unclaimed property received from reporting businesses may consist of securities (stocks, mutual funds, bonds). The System must house and have the ability to retrieve this data in association with the reported owner. In addition, the accounting process associated with securities will include the posting of the securities, sale proceeds, and other transactions such as dividends, mergers, splits as some examples. The security portion of the database model must also have the ability to implement an individual security transaction or batches (example post sale proceeds for 200 owners of Apple stock and/or proceeds) and to sale stock. In addition the software model must provide the interactive and search/report capability, including but not limited to: locate stock property, delete stock property, batch transactions, and access and produce reports and database utilities such as transaction reports, stock reconciliation reports, and database utilities reports to assist in management of the data and transactions related to securities and associated data tables.

*Safe Deposit Box Contents:* Unclaimed property received from reporting businesses may consist of safe deposit box contents from financial institutions. The System must house and have the ability to retrieve this data in association with the reported owner, manage auctions and distribute proceeds among property owners. In addition, the accounting process associated with tangible property will include the posting of the safe deposit box contents, owner information, sale proceeds, tracking inventory numbers and other related owner/inventory information. The System must provide the interactive and search/report capability, including but not limited to: view/manage the safekeeping inventory, posting/retrieval of relational inventory to owner data.

*Audits:* Any holder may be required to file an unclaimed property report with Iowa. Many reports are filed voluntarily directly from the reporting business. Other reports received are a result of audit/examination related efforts. The System must have the capability to track the status of all ongoing/past audited businesses, calculate interest/penalties, provide the interactive and search/report capability, including but not limited to, view/manage business names, audits in process, tax ID, designated audit ID and produce reports/utilities (example: Business Reporting by Tax ID, property remitted by business, businesses not reporting, businesses filing negative reports, businesses remitting late reports, business audit statuses, audit activity, audit follow-up letters).

*Imaging:* The Treasury currently images holder reports, claims, research documents, securities documents, imported web based documents and other documentation. This System must convert or integrate with existing imaging database as well as provide an on-going integrated imaging system. It should have an interface for document creation, retrieval, display, print, email, fax, routing, image enhancement and indexing. It must provide for the electronic storage, retrieval, processing, import and export and routing of (objects) computer output reports data. Vendor must verify support for these features and describe any additional features: zooming in and out,

redaction and reaction security, cut and paste, magnifying areas of a document, rotate and pan, inverting of document pages, document check-in/check-out, cascade and tiling, automatic scaling of images (height, width, fit to window or user defined), display black and white in grayscale, specify display fonts and print fonts, tab and toolbar features relic windows based buttons. The System must support viewing PDF files and files in native format (docx, xlsx, jpeg etc.) a full list of supporting viewing files will be required. It should be able to manipulate search result sets including sorting, printing, exporting and emailing. It should be able to read standard barcodes, have the ability to assign workflow, the ability to import images for web base applications. The System should be capable of generating reports to list a variety of daily, weekly and monthly reports and automatically store the reports in electronic format for retrieval. The security capabilities and functionality of the System such as user id-password authentications, roles and permissions to access the system, and security audit functionality must be documented. The system must support record retention for support of organizations records retention policies and standards and must have data protections and disaster recovery.

*Advertising/Due Diligence:* Efforts to locate the respective owners are a significant part of the unclaimed property program. The System must provide components which provide for sending letters to last known addresses and generating advertising lists. The system must provide utilities to produce preliminary advertising extraction files and provide the flexibility to manipulate these file to produce final products.

*Administrative Module:* In providing database management, data utility functions, security oversight/assignment, the System must provide extensive management tools to ensure the functionality and security of the relational database in the database environment and in support of the set security rules for its specific users.

*Technical Assistance/Training:* It is expected that the Vendor will provide extensive staff training along with, but not limited to, long-term telephone support, email support and remote access support. Include in your fee schedule the level and detail of support that will be provided.

To prepare for the implementation of the new system, the Treasury must provide training for all processes. All personnel who are identified as end users for the new system in all Treasury organizations will be required to attend all or some of the training.

The Vendor will be required to provide curriculum and course design for each of the modules to be implemented. The Vendor will also be responsible for developing audience-appropriate training materials for the delivery of training. All curriculum, course design, training support material, and instructors will be reviewed and approved by the Treasury. In addition to the training deliverables described above, the Vendor will also be responsible for developing a training strategy, delivery system and materials to prepare for the Post-Implementation phase. These materials will accommodate ongoing training and refresher courses as needed.

*Software/Hardware Requirements:* The Unclaimed Property Software requirements demand a product which guarantees accuracy, stability, integrity and a strong relational component capable of intensive and simultaneous transactions in a multi-user workstations environment. The Vendor must address the availability and accessibility of program updates, program edits and corrections. The proposal must provide detail information regarding software, hardware and model design and system capability.

*Data Conversions:* All data from the current system must be converted to the System. The Vendor will be responsible for data mapping, conversion, translation, and loading. The Vendor will assist the Treasury with identifying problem areas within the legacy system data during data cleansing. The Vendor will perform data loading and assist the Treasury with data validation and cleansing. At a minimum, the Vendor should provide a data conversion strategy, proposed mapping plan, documentation regarding the mapping, source code, data load results and a document with issues analysis and resolutions.

*Performance Review:* In accordance with Iowa Code Section 8.47, the Vendor shall, upon each anniversary date of the contract, undertake a self-assessment of the Vendor's services and performance and provide a copy of the review to the Treasurer. If the Vendor's service and performance is found to be unsatisfactory the Treasurer may, in his sole discretion, terminate the contract.

*Knowledge Transfer:* Knowledge transfer is a continuous process designed to enable the Treasury IT staff to support the operation and continuous improvement of the System without the support of external consultants. The Vendor will be responsible for development of a knowledge transfer plan for the Treasury administration team. Through mentoring relationships, the Vendor will be responsible for educating the Treasury administration team in the skills specific to the application for ongoing maintenance of the System.

*Ongoing Maintenance – Minimum Service Levels:* The contractor should have a support system that includes: 24 hour service line, provide on-site representation as required, on-going training availability and documented issue escalation process. To support user needs subsequent to the full conversion of the new system, Treasury requires the new system to track, maintain the status of and provide summary reporting to Treasury all change requests according to the following matrix:

Level Assessed:	Response Time Required:	Resolution Time Required:
Critical	< 1 hour	< 12 hours
Priority	< 6 hours	< 5 business days
Enhancements	< 7 business days	< Negotiated within 20 days

All issues not meeting the above response times must be communicated in writing to Treasury with an explanation of the delay. This may result in a reduction of prepaid maintenance fees.

## **EXHIBIT C**

### **Statement of Fees**

Provide specific and detailed fee information relative to your proposal. To ensure a clear understanding of the associated costs/fees, itemize and provide detail for the fee charged for the System, ongoing technical support/assistance, and proposed/available/optional add-on product/services. Any optional add-ons, etc. must be itemized and should be clearly noted. The initial cost and any associated ongoing cost, such as technical assistance services must be clearly articulated within the Exhibit C. The Vendor shall be entitled to receive compensation for the computer software program upon data conversion and full operation of the software system as well as a monthly or quarterly compensation in arrears may be contracted for the technical support/assistance.

1. Proposed program/conversion software fee.
2. Proposed annual fee for software.
3. Proposed annual fee for technical support. Provide specific costs and detail of technical support with proposed cost.
4. Proposed cost for optional products/Services, which are not mandatory to the product and service, but are available as a supporting resource/service.
5. Other

## EXHIBIT D

### MINIMUM QUALIFICATIONS

**The Vendor will be disqualified and its proposal will not be scored if it fails to answer yes to any of the following minimum qualification questions. The Vendor may be disqualified if it fails to provide adequate documentation or explanation to support any yes response.**

1. The Vendor will be compliant with all state and federal laws applicable to the taxation of any fees paid pursuant to the contract, if selected.

Yes                      No

2. The Vendor and its personnel has all authorizations, permits, licenses, and certifications as may be required under federal, state or local law to perform the services specified in this RFP.

Yes                      No

3. The Vendor carries, or will carry, errors and omissions insurance or a comparable instrument to cover the firm's negligent acts or omissions.

Yes                      No

Provide a copy of the insurance policy or policies that form the basis of your "yes" response to this question.

4. The Vendor maintains sufficient procedures and redundancy capabilities to assure continued processing in an emergency.

Yes                      No

Describe in full Vendor's procedures and redundancy capabilities to assure continued processing in an emergency.

5. The Vendor has a company policy and practice of equal employment opportunity and non-discrimination based on race, creed or gender.

Yes                      No

6. The Vendor agrees to uphold all applicable laws pertaining to implementation of the duties described herein to include without limitation the confidentiality of unclaimed property information as described in the Iowa Code 556.

Yes                      No

7. The Vendor has at least one existing state client utilizing their System

Yes                      No

## EXHIBIT E

Attachment #1

Date

Karen Austin  
State Treasurer's Office  
Des Moines, Iowa 50319

Re: Request for Proposal for Unclaimed Property Database Management System  
Bid Compliance and Certification Form

Dear Ms. Austin:

- I certify that I have the authority to bind the Vendor to the specific terms and conditions required in this RFP and offered in the Vendor's proposal. Offer will be valid for 90 days from the date of submission.
- I understand that by submitting this proposal the Vendor agrees to provide services, which meet the requirements of this RFP, and to provide the services at the prices quoted by the Vendor in the proposal.
- I certify that in making this proposal that the Vendor has not consulted with others for the purpose of restricting competition. No attempt has been made or will be made by the Vendor to induce any other Vendor to submit or not to submit a proposal for the purpose of restricting competition.
- I certify that the information contained in the proposal is true and accurately portrays all aspects of the Vendor's ability to provide the services described in the RFP. The Vendor has not made any knowingly false statements in its proposal.
- I am aware that any substantive misinformation or misrepresentation may disqualify the proposal from further consideration.
- I certify that the proposal has been developed independently, without consultation, communication or agreement with any employee of the State who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
- No relationship exists or will exist during the contract period between the Vendor and the State that interferes with fair competition or as a conflict of interest.
- Unless otherwise required by law, the information found in this proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other Vendor.
- I certify total compliance with all terms, conditions and specifications of this RFP except as specifically stated here (additional pages may be attached):

RFP Page

Section

Exceptions

Sincerely,

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Date

Attachment #2

Date

Karen Austin  
State Treasurer's Office  
Des Moines, Iowa 50319

Re: Request for Proposal for Unclaimed Property Database Management System  
Authorization to Release Information Form

Dear Ms. Austin:

[Name of Vendor] hereby authorizes the Treasury to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Vendor in response to the Request for Proposal for Unclaimed Property Database Management System. The Vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Treasury or may otherwise hurt its reputation or operations. The Vendor is willing to take that risk. The Vendor hereby releases, acquits and forever discharges the State of Iowa, the Treasurer, all officers, directors, employees and agents thereof from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by Treasury in the evaluation and selection of a successful Vendor in response to the Request for Proposal. The Vendor authorizes representatives of the Treasury to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the undersigned's proposal submitted in response to the Request for Proposal. The Vendor further authorizes any and all persons, entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Treasury in the evaluation and selection of a successful Vendor in response to the Request for Proposal. A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

\_\_\_\_\_  
Name and Title of Authorized Representative      Date

Attachment #3

Date

Karen Austin  
State Treasurer's Office  
Des Moines, Iowa 50319

Re: Request for Proposal for Unclaimed Property Database Management System  
Certification Regarding Debarment, Suspension, Eligibility, and Voluntary Exclusion

Dear Ms. Austin:

By submitting a proposal in response to the RFP for Unclaimed Property Database Management System, the undersigned certifies the following:

1. I certify that, to the best of my knowledge, (Name of Firm) and all of its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or agency; (b) have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or other criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause.
2. This certification is a material representation of fact upon which the Treasury has relied upon when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Treasury may pursue available remedies including suspension, debarment, or termination of the contract.

Sincerely,

\_\_\_\_\_  
Name and Title of Authorized Representative      Date